

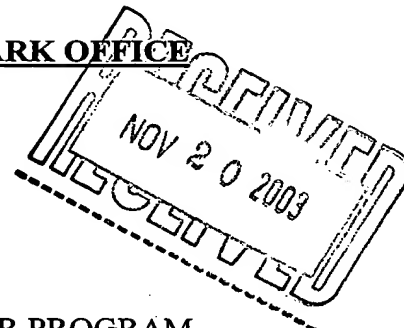


#3  
2155

PATENT  
450100-04865

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

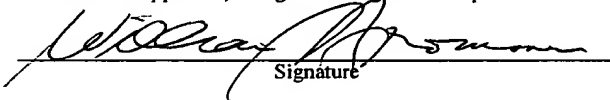
Applicants : Jody J. SHAPIRO  
Appln. Serial No. : 09/986,683  
Filed : November 9, 2001  
For : SYSTEM, METHOD, AND COMPUTER PROGRAM  
PRODUCT FOR REMOTELY DETERMINING THE  
CONFIGURATION OF A MULTI-MEDIA CONTENT USER



I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope address to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on: 11/7/03

William S. Frommer, Reg. No. 25,506

Name of Applicant, Assignee or Registered Representative

  
Signature

November 7, 2003

Date of Signature

**RECEIVED**

NOV 18 2003

Technology Center 2100

745 Fifth Avenue  
New York, New York 10151

**POWER OF ATTORNEY BY ASSIGNEE  
AND REVOCATION OF PRIOR POWERS**

Mail Stop Patent Application  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

Sir:

Under 37 C.F.R. §3.73(b) Sony Corporation, a Japanese corporation with offices at Osaki East Technology Center, Gate City Osaki 1-11-1 Osaki Shimagawa-ku, Tokyo 141-032, Japan, certifies that it is the assignees of 100% of the right, title and interest in the patent application identified above by virtue of an assignment from the inventors to Generic Media, Inc., from Generic Media, Inc. to Credit Managers Association of California, and from Credit

Managers Association of California to Sony Corporation. The assignment from the inventors was executed on November 9, 2001, and recorded at Reel No. 012303, Frame No. 0148. The assignment from Generic Media, Inc. to Credit Managers Association of California and the assignment from Credit Managers Association of California to Sony Corporation were forwarded for recordation on October 16, 2003. Copies of the latter assignments are enclosed.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee, Sony Corporation.

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

The undersigned, acting on behalf of the assignees, hereby revokes all powers of attorney previously granted in the application and appoints:

William S. Frommer (Reg. Number 25,506), and  
Dennis M. Smid (Reg. Number 30,800)  
Frommer Lawrence & Haug LLP  
745 Fifth Avenue  
New York, NY 10151

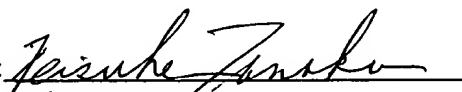
With full power of substitution and revocation, to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

All correspondence regarding the application should be sent to William S. Frommer at Frommer Lawrence & Haug LLP, 745 Fifth Avenue, New York, NY 10151; telephone (212) 588-0800; facsimile (212) 588-0500.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

SONY CORPORATION

Date: October 31, 2003

Signature:   
Keisuke Tanaka  
Manager of Intellectual Property Div.

## ASSIGNMENT

WHEREAS Generic Media, Inc., a California corporation, having a mailing address at P.O. Box 2020, Mountain View, CA 94042, who is hereinafter called "Assignor" owns certain inventions or discoveries (or both) including those set forth in patents and patent applications throughout the world, entitled:

U.S. Patent 6,407,680: Distributed on-demand media transcoding system and method;

U.S. Patent 6,593,860, continuation of 6,407,680 patent;

U.S. pending patent application number 10/465,805, continuation of 6,593,860 patent;

WO 02/052730, PCT equivalent to 6,407,68 patent, International application number PCT/US01/48850;

U.S. pending patent application number 09/986,683: System, Method and Computer Program Product for Remotely Determining the Configuration of a Multi-Media Content User; and

U.S. pending patent application number 10/076,090: System, Method and Computer Program Product for Media Publishing Request Processing Generic Media Publishing Service product line source code, documentation, and product information;

and further including documentation relating to any versions of Generic Media Software including versions 3.0 and earlier, and all inventions contained within any release or version of Generic Media Software including versions 3.0 and earlier;

and further including any and all tangible and intangible rights to inventions and/or discoveries that are or may be embodied in patents, designs, utility models and other industrial property, and all registrations, initial applications, renewals, extensions, continuations in whole or in part, divisions, reissues, or foreign counterpart thereof now or hereafter in force related to any of the foregoing (including any rights in any of the foregoing).

WHEREAS, Credit Managers Association of California, d/b/a CMA Business Credit Services, a California Mutual Benefit Corporation, having an office at 40 East Verdugo Avenue, Burbank, CA 91502, as assignee for the benefit of creditors of Generic Media, Inc., and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, receipt and sufficiency of which Assignor hereby acknowledges, effective as of the date this document is executed, hereby, without reservation;

1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Letters Patent and Applications for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention

applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in Assignor's name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;

4. Warrant that Assignor has not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that Assignor has good right to assign the same to Assignee without encumbrance;

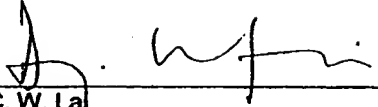
5. Bind Assignor's heirs, legal representatives and assigns, as well as Assignor, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to Assignor or Assignee, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor, Assignor's heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to Assignor relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in Assignor's control or in the control of Assignor's heirs, legal representatives or assigns which may be useful for establishing any facts of Assignor's conceptions, disclosures, and reduction to practice of said inventions or discoveries.

6. Assignor hereby authorizes the Assistant Commissioner for Patent to record this Agreement.

IN WITNESS WHEREOF

Date Sept. 19, 2003

Generic Media, Inc.

  
\_\_\_\_\_  
Angela C. W. Lai  
Title: CEO

## ASSIGNMENT

WHEREAS Credit Managers Association of California, d/b/a CMA Business Credit Services, a California Mutual Benefit Corporation, having an office at 40 East Verdugo Avenue, Burbank, CA 91502, as assignee for the benefit of creditors of Generic Media, Inc., who is hereafter called "Assignor," owns certain inventions or discoveries (or both) including those set forth in patents and patent applications throughout the world, entitled:

U.S. Patent 6,407,680: Distributed on-demand media transcoding system and method;

U.S. Patent 6,593,860, continuation of 6,407,680 patent;

U.S. pending patent application number 10/465,805, continuation of 6,593,860 patent;

WO 02/052730, PCT equivalent to 6,407,68 patent, International application number PCT/US01/48850;

U.S. pending patent application number 09/986,683: System, Method and Computer Program Product for Remotely Determining the Configuration of a Multi-Media Content User; and

U.S. pending patent application number 10/076,090: System, Method and Computer Program Product for Media Publishing Request Processing Generic Media Publishing Service product line source code, documentation, and product information;

and further including documentation relating to any versions of Generic Media Software including versions 3.0 and earlier, and all inventions contained within any release or version of Generic Media Software including versions 3.0 and earlier;

and further including any and all tangible and intangible rights to inventions and/or discoveries that are or may be embodied in patents, designs, utility models and other industrial property, and all registrations, initial applications, renewals, extensions, continuations in whole or in part, divisions, reissues, or foreign counterpart thereof now or hereafter in force related to any of the foregoing (including any rights in any of the foregoing).

WHEREAS, Sony Corporation, a corporation in the country of Japan, having an office at 6-7-35, Kitashinagawa, Shinagawa-ku, Tokyo, 141-0001 Japan, and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, receipt and sufficiency of which Assignor hereby acknowledges, effective as of the date this document is executed, hereby, without reservation;

1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Letters Patent and Applications for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said

application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in Assignor's name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;

4. Warrant that Assignor has not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that Assignor has good right to assign the same to Assignee without encumbrance;

5. Bind Assignor's heirs, legal representatives and assigns, as well as Assignor, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to Assignor or Assignee, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor, Assignor's heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to Assignor relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in Assignor's control or in the control of Assignor's heirs, legal representatives or assigns which may be useful for establishing any facts of Assignor's conceptions, disclosures, and reduction to practice of said inventions or discoveries.

6. Assignor hereby authorizes the Assistant Commissioner for Patent to record this Agreement.



09/19/03

14:53

CMAC - 650 833 2001

NO. 153

007

Credit Managers Association of California, d/b/a  
CMA Business Credit Services, as assignee for  
the benefit of creditors of Generic Media, Inc.  
("CMA")

IN WITNESS WHEREOF

Date Sept. 30, 2003



Name:

Title: ROBERT J. HODER, SECRETARY

Only Copy EM7149182.2  
2500803-900101

09/19/2003 FRI 14:52 [TX/RX NO 9613] 007